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NOT CIRCULATE

A G R E E M E N T

Between:

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

and

LOCAL NO. 271, WEST WINDSOR POLICEMEN'S
BENEVOLENT ASSOCIATION, WEST WINDSOR TOWNSHIP
POLICE DEPARTMENT MEMBERS ONLY
(Patrolmen) 

January 1, 1977 through December 31, 1978

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INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	2
III	WAGES	4
IV	EXTRA WORK	5
V	VACATIONS	6
VI	HOLIDAYS	8
VII	INSURANCE	10
VIII	OVERTIME	12
IX	UNIFORMS	14
X	IN-SERVICE TRAINING	15
XI	COLLEGE INCENTIVE PAYMENTS	16
XII	LONGEVITY	18
XIII	NO-STRIKE PLEDGE	19
XIX	SICK LEAVE	20
XV	SEVERABILITY AND SAVINGS CLAUSE	22
XVI	FULLY BARGAINED PROVISIONS	23
XVII	GRIEVANCE PROCEDURE	24
XVIII	FUNERAL LEAVE	28
XIX	PERSONAL DAY	29
XX	DURATION OF AGREEMENT	30

PREAMBLE

This Agreement entered into this day of , 1977, by and between the TOWNSHIP OF WEST WINDSOR, in the County of Mercer, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township"), and LOCAL NO. 271, WEST WINDSOR POLICEMEN'S BENEVOLENT ASSOCIATION, WEST WINDSOR TOWNSHIP POLICE DEPARTMENT MEMBERS, (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Sergeants (hereinafter called the "employees"), employed in the Police Department of the Township.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with

Article II continued:

the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

Sergeants

ARTICLE III

WAGES

A. The annual salaries of the employees in the bargaining unit shall be \$18,501.00 for 1977 and \$19,611.00 for 1978.

It is further understood that the Township agrees to pay all employees of the bargaining unit on Thursdays unless there are unforeseen circumstances which delay the processing of checks in which case payment will be made as soon as possible after the Thursday schedule.

Patrolmen

ARTICLE III

WAGES

A. The annual salaries of the employees in the bargaining unit shall be as follows:

	<u>1977</u>	<u>1978</u>
Entry Level	\$11,372.00	\$12,054.00
Completion of Academy or six (6) months, whichever is sooner	13,373.00	14,175.00
Beginning Second Year	15,328.00	16,248.00
Beginning Third Year	15,732.00	16,676.00
Beginning Fourth Year	16,415.00	17,400.00
Beginning Fifth Year	17,023.00	18,044.00

It is further understood that the Township agrees to pay all employees of the bargaining unit on Thursdays, unless there are unforeseen circumstances which delay the processing of checks in which case payment will be made as soon as possible after the Thursday schedule.

ARTICLE IV

EXTRA WORK

A. Extra work, for purposes of this Article, shall be defined as services in nature of special or private Police duty provided by Police in their off-duty hours to individuals, groups, clubs, institutions and others, for which payment is made by those receiving the service, and which service the employer is not expected or obligated to provide as a normal police function (e.g., traffic duty, security at private parties at events, club or school dances, football games, etc).

B. Police officers may engage in off-duty special police work as defined above. Such work assignments shall be made by the Chief of Police with preference given to off-duty police officers subject to such regulations as may now or thereafter be promulgated by the Township.

C. All requests by prospective employers shall be submitted through the Police Department.

D. No employees shall be required or compelled to work extra duty.

E. The rates for such extra work assignments shall be \$8.50 per hour for 1977. In 1978, all employees performing services for Princeton University function shall be compensated at the rate of $1\frac{1}{2}$ times the employee's hourly rate. All employees performing any other extra duty functions will be compensated at the rate of \$8.50 per hour. Such assignments shall have a two (2) hour minimum. An additional \$1.00 per hour is to be paid to the Township to cover administration costs.

F. All payments provided in E above shall be made to the Township which will then disburse the funds to the police officers involved.

ARTICLE V

VACATIONS

A. Each employee shall be entitled to vacation time as follows for

1977:

Upon completion of six months, but less than one year, and if initially employed as a regular member of the Department on or before July 1st	7 working days
Upon completion of one year through the sixth year of service	14 working days
Upon completion of six years of service	15 working days
Upon completion of seven years of service	16 working days
Upon completion of eight years or more of continuous service	21 working days

B. Each employee shall be entitled to vacation time as follows for

1978:

Upon completion of six months, but less than one year, and if initially employed as a regular member of the Department on or before July 1st	7 working days in the current calendar year
Upon completion of one year until the fifth anniversary of service	14 working days in the current calendar year
Upon reaching the fifth anniversary of service, vacation shall be	15 working days in the current calendar year
Upon reaching the sixth anniversary of service, vacation shall be	16 working days in the current calendar year
Upon reaching the seventh anniversary of service, vacation shall be	17 working days in the current calendar year
Upon reaching the eighth anniversary of service, vacation shall be	21 working days in the current calendar year

Article V continued:

Example: Employee began service October 15, 1972. On October 15, 1977, the employee will reach his fifth anniversary of service and therefore will be entitled to 15 working days of vacation during the calendar year of 1977, even though he may take his total vacation before the actual anniversary date.

C. Vacation periods may be selected by the employees in accordance with their rank and seniority within squads, but shall be scheduled only with the approval of the Chief of Police so as not to interfere with departmental operations. Current calendar year is the year in which the anniversary mark is reached.

ARTICLE VI
HOLIDAYS

A. The Township hereby agrees to grant eleven (11) holidays per annum to the employees in the Police Department.

B. It is recognized by the parties hereto that by reason of the nature of the business of the Police Department, employees of the department are not able to be excused from working on holidays as are normally enjoyed by other Township employees. Therefore, in lieu of having specific holidays as days off, the police officers agree to take eleven (11) substitute days off or that amount of days subject to the election of each police officer, as set forth in Section D below. All holidays off shall be scheduled by the Police Chief at his discretion. The scheduling of such "holiday days" shall occur not less than seven (7) working days prior to such scheduled day off and each police officer shall be notified in writing as to the scheduling of such day.

C. The holiday year shall be the twelve (12) month period commencing January 1 and ending December 31, and all holiday days shall be scheduled within the calendar year in which they occur. In the event that the Chief of Police shall fail to schedule a holiday day by November 30th or shall fail to provide for the taking of such holiday day within the calendar year, the police officer shall then, in that event, be entitled to be compensated for such holiday day on a straight time basis for any such days.

Article VI continued:

D. It is understood that the employees of the Police Department shall have the option of working all of the eleven (11) above holidays and be paid straight time for the same.

The employees of the Police Department shall by December 15 of the prior year notify the Police Chief whether they will work the first seven (7) holidays for the up-coming calendar year, and by February 15 of the year whether they will work the last four (4) holidays. The employees shall be paid for the additional days worked in two installments, one to be paid in the first paycheck of June, and the second to be paid in the first paycheck of December.

ARTICLE VII

INSURANCE

A. The following coverage for each Police officer and his dependents will be provided at the cost of the Township:

1. Comprehensive Blue Cross, Blue Shield and Rider J insurance; 1962 Series as amended (Blue Cross), and Prevailing Fee Blue Shield Program or Medi-Group Health Maintenance Plan.

2. Major Medical Insurance Plan (\$100,000.00). The Township reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

B. Prescription Drug Plan. The Township shall reimburse employees for prescriptions purchased up to a maximum amount of \$50.00 in any calendar year for prescriptions for the employee and his immediate family (wife and children up to the age of 19) as per the Guidelines For Prescription Drug Contracts attached hereto and made a part hereof consisting of four pages. Payment for prescriptions shall be made on a semi-annual basis upon proper proof of purchase submitted to the Administrator.

Reimbursements will be authorized at the first public meeting in February and August. Vouchers must be submitted no later than July 15 for the period from January 1 through June 30 and no later than January 15 for the period of June 16 through December 31, of the prior year.

C. Dental Plan. In 1978 the Township shall provide up to \$150.00 per employee towards payment of a dental plan. The Township agrees to cooperate with the employees in establishing said plan and administering the same. Additional premium cost shall be paid by the employees on an

Article VII continued:

individual basis through payroll deductions by the Township. The type and coverage of the plan shall be decided upon solely by the employees with coverage to begin as soon as practicable after January 1, 1978. The Township's contribution shall not be reduced or prorated should the coverage for 1978 begin after January 1, 1978

ARTICLE VIII

OVERTIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week in a four (4) week cycle throughout the year.

B.1. An employee who is authorized, directed or required to work longer than his regular tour of duty and receives approval for such overtime, shall be paid at the rate of time and one half his normal pay. In construing such overtime, payments shall be made on the following basis:

- (1) Up to the first 16 minutes - no pay.
- (2) 16 through 30 minutes - 30 minutes pay.
- (3) 31 through 60 minutes - 1 hour pay.
- (4) Thereafter, overtime shall be paid in 30 minute

segments for all authorized time worked beyond the regular tour of duty.

2. The hourly rate is to be determined by dividing the employees annual base salary by 2080.

C.1. Overtime shall be defined as including:

- (1) Call back time.
- (2) Court time.

Article VIII continued:

2. It is further understood, however, that all police officers will schedule return dates and court appearances, insofar as same is possible, during those hours and times when they are scheduled to be on duty.

3. The Township reserves the right to deny compensation to employees who absent themselves from all or part of a shift without approval.

ARTICLE IX

UNIFORMS

A. Each Police officer shall be furnished as needed the standard police uniform, including badge, gun, ammunition and shoes.

B. The Township shall provide for dry cleaning of all Township issued uniforms. This service shall include maintenance of the uniform in good repair.

C. The Chief shall determine whether or not the uniform is in need of repair or replacement.

D. The Township shall pay each employee who uses plain clothes the sum of \$350.00 for initial issue on appointment to the position wherein he uses plain clothes, and shall pay him the sum of \$300.00 for clothing allowance annually each calendar year thereafter; it being understood that the first such \$300.00 clothing allowance shall be prorated for the period from the end of the first year of such service to allow thereafter a regular annual payment on a calendar year basis. The employee shall submit signed receipts to the Chief for approval of all purchases.

ARTICLE X
IN-SERVICE TRAINING

The cost of all Police training courses, seminars and conferences authorized by the Chief of Police, shall be borne by the Township.

ARTICLE XI
COLLEGE INCENTIVE PAYMENTS

In addition to other compensation provided for this agreement, officers who have earned college credit leading to a degree shall receive additional compensation in accordance with the schedule below:

A. In addition to all compensation provided for in this agreement, officers who have earned an Associates Degree or equivalent credit in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of \$500.00 per year after completion of at least two (2) years of service.

B. In addition to all compensation provided for in this agreement, officers who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of \$1,000.00 after completion of four (4) years of service.

C. The degrees as set forth in Paragraph A and B above must be in police-related courses of study limited to Police Science, Police Administration, Criminal Justice, Psychology and Sociology.

D. It is further understood that Article XI, as existing in 1976, shall remain in full force and effect until December 31, 1979 for all present members of the PBA since January 1, 1976. Beginning January 1, 1980, all members shall be entitled to those benefits set forth in the sub-paragraphs A, B and C above except that those persons who have earned a Bachelor or Associates Degree, or who will have earned a Bachelor or Associates Degree by December 31, 1979 in a formerly approved field (other than those stated in sub-paragraph C above) shall continue to receive added compensation as per sub-paragraphs A and B above.

E. The Township agrees that the field of study in which Joseph Pica held a degree when employed (Accounting) shall make him eligible for all benefits set forth above.

Article XI continued:

Old Article XI as referred to above existing in 1976 is set forth below:

A. In addition to other compensation provided for in this Agreement, Officers who have earned college credits leading to a degree in a field related to law enforcement, shall receive additional compensation in accordance with the schedule set out below:

<u>Total Credits Earned</u>	<u>Minimum Year(s) of Service Completed</u>	<u>Amount of Incentive</u>
12 to 23	One (1)	\$ 100.00
24 to 35	One (1)	200.00
36 to 47	Two (2)	300.00
48 to 62	Two (2)	400.00
63 to 71 or AA or AS in Police related area	Two (2)	500.00
72 to 83	Three (3)	600.00
84 to 95	Three (3)	700.00
96 to 107	Three (3)	800.00
108 to 119	Four (4)	900.00
120 or more and have obtained a BS or BA degree in Police related area	Four (4)	1,000.00

B. For purposes of this Article, a "field related to law enforcement" shall include the following subject areas:

Police Science	Psychology
Business Administration	Public Administration
Government	Sociology
Political Science	

C. For employees employed prior to January 1, 1973 only, the following subject areas shall also be deemed "fields related to law enforcement":

English

Accounting

ARTICLE XII

LONGEVITY

The Township agrees to provide to each employee a longevity payment of \$200.00 per year to be paid bi-weekly after reaching his anniversary of five (5) years of continuous and uninterrupted service to the Township Police Department, to be prorated over the year.

ARTICLE XIII
NO-STRIKE PLEDGE

A. The association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the rules and regulations promulgated by the Township Committee.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XIV

SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Township's physician. Such payments shall be for up to one (1) year or until the employee is placed on disability leave or pension, whichever is sooner, and reduced by any payment received from Workmen's Compensation.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working days per calendar year. The employees may accumulate up to a maximum of thirty (30) days sick leave and thereafter will not accrue sick leave.

2. All employees shall be entitled to one (1) year of sick leave with full pay for non-work connected major illnesses and injuries which illnesses and injuries shall be certified as such by the West Windsor Township Physician.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified prior to the employee's starting time.

(a) Failure to so notify his Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation. The Township may consider extenuating circumstances, and in appropriate circumstance, waive this section (b).

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the Township or at the Township's option, by its Township Physician. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, by the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XV

SEVERABILITY AND SAVINGS CLAUSE

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as otherwise provided in Article XVII D.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Article XVII continued:

Step One:

(a) An aggrieved employee shall institute action under the provision hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and, signed by the aggrieved and filed with the Police Commissioner (or his representative) within ten (10) days following the determination by the Chief of the Department.

(b) The Police Commissioner, or his representative, shall render a decision in writing within ten (10) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within ten (10) days following the determination of the Police Commissioner, the matter may be submitted to the Mayor and Township Committee.

Article XVII continued:

(b) The Mayor and Township Committee shall review the matter and make a determination with twenty-one (21) days from the receipt of the grievance.

Step Four - Arbitration:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association with ten (10) days after the determination by the Mayor and Township Committee. An arbitrator shall be selected pursuant to the Rules of the A.A.A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Township Committee. In the event the aggrieved elects to pursue his Appellate rights in the courts, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding on all parties.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Article XVII continued:

D. Compliance with PERC Order 77-59

The parties understand that PERC Order 77-59 has been appealed to the Appellate Division of the Superior Court and the parties agree that the final decision of the court shall be complied with in all respects.

ARTICLE XVIII

FUNERAL LEAVE

A. In the case of the death of a parent, grandparent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law of a member, said member will be granted up to a maximum of three (3) days leave within the period between the date of death and the date of burial.

B. In the case of a death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, spouse's grandparent, cousin of the first degree, spouse's niece or nephew, spouse's aunt or uncle, the member will be granted leave for the day of the funeral only.

ARTICLE XIX

PERSONAL DAY

The Township shall provide each employee one (1) personal day off in 1978, said personal day to be approved in advance by the Chief of Police.

ARTICLE XX

This Agreement shall take effect from January 1, 1977, and shall remain in full force and effect through December 31, 1978.

LOCAL NO. 271 WEST WINDSOR
POLICEMEN'S BENEVOLENT
ASSOCIATION, WEST WINDSOR
TOWNSHIP POLICE DEPARTMENT
MEMBERS (Sergeants)

By: Sgt. [Signature]
Attest:

[Signature]

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

By: [Signature]
Attest:

[Signature]